

<i>SERFF Tracking Number:</i>	<i>AULD-127382587</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American United Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49634</i>
<i>Company Tracking Number:</i>	<i>GB8UPORTGOVMVA</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>GB Unallocated Group Retirement Annuity, with Separate Accounts</i>		
<i>Project Name/Number:</i>	<i>GB Unallocated Group Retirement Annuity, with Separate Accounts/GB8uportgovMVA</i>		

## Filing at a Glance

Company: American United Life Insurance Company

Product Name: GB Unallocated Group Retirement Annuity, with Separate Accounts SERFF Tr Num: AULD-127382587 State: Arkansas

TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable

SERFF Status: Closed-Approved-Closed State Tr Num: 49634

Sub-TOI: A02.1G.002 Flexible Premium

Filing Type: Form

Co Tr Num: GB8UPORTGOVMVA State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Danita Ragland-Hatton, Ann Smith, Nelvia Washington

Disposition Date: 08/30/2011

Date Submitted: 08/25/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: GB Unallocated Group Retirement Annuity, with Separate Accounts

Status of Filing in Domicile: Not Filed

Project Number: GB8uportgovMVA

Requested Filing Mode: Review & Approval

Date Approved in Domicile:

Domicile Status Comments: Pursuant to Indiana Regulation IC §27-1-12.5-1 and Bulletin 93, these group annuity forms are exempt from filing in the state of Indiana.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer

Overall Rate Impact:

Filing Status Changed: 08/30/2011

State Status Changed: 08/30/2011

Deemer Date:

Created By: Danita Ragland-Hatton

Submitted By: Danita Ragland-Hatton

Corresponding Filing Tracking Number:

Filing Description:

August 25, 2011

*SERFF Tracking Number:* AULD-127382587 *State:* Arkansas  
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Variable and Variable  
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Arkansas Department of Insurance/Policy Forms Filings  
1200 West Third Street  
Little Rock, AR 72201-1904

Re: American United Life Insurance Company (AUL)  
AUL's NAIC #60895 and FEIN #35-0145825

Form GB8uportgovMVA, Guaranteed Benefit Unallocated Group Retirement Annuity, with Separate Accounts

Dear Sir or Madam:

The form listed above is being submitted for filing and approval. This form does not replace any existing group annuity form. We are submitting the form in "John Doe" fashion, with any variable information displayed in bold-face type within brackets. Our group annuity contracts are used to fund retirement plans qualified under the Internal Revenue Code, as explained below and would not be subject to the Standard Nonforfeiture Laws for Individual Deferred Annuities.

Pursuant to Indiana Regulation IC §27-1-12.5-1 and Bulletin 93, these group annuity forms are exempt from filing in the state of Indiana; therefore, there is no filing fee required for these type of group annuity forms in the state of Indiana.

Form GB8uportgovMVA is an unallocated group annuity contract used to fund tax qualified plans or other employer provided benefit programs as described below.

The target market would be employer/employee groups that are eligible under the tax law to provide the following tax qualified retirement plans or other employer provided benefit programs for their employees and/or retirees:

- (1) a governmental employer-provided retirement plan, which qualifies under Internal Revenue Code §401(a),
- (2) a governmental employer-provided GASB 45 OPEB (Other Post-Employment Benefits) non-pension benefit plan that is used to provide post-employment benefits for former employees, where benefits may include unused sick and vacation leave time, and certain health care benefits, using a Voluntary Employees' Beneficiary Association (VEBA) as described in Internal Revenue Code §501(c)(9), or a grantor trust,
- (3) a governmental employer-provided Health Savings Account (HSA) established pursuant to Code §223 that is used exclusively to reimburse incurred "qualified medical expenses" as defined in Code §223(d) for "medical care" as defined in Code §213(d)),

*SERFF Tracking Number:* AULD-127382587 *State:* Arkansas  
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Variable and Variable  
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(4) a governmental employer-provided deferred compensation plan which qualifies under Internal Revenue Code §457, and

(5) a governmental employer-provided Health Reimbursement Arrangement (HRA) accident and health plan that is used exclusively to reimburse expenses incurred for medical care as defined under Code §213(d)), which benefits current and/or retired employees.

Record keeping is done at the contract level, not at the participant level. The contractholder directs contributions either into multiple Investment Accounts which are available in AUL's Separate Account, or into a Fixed Interest Account (FIA) that is part of AUL's general account.

The application to be used with this contract will be Form P-11104, which was approved by your office on April 17, 2000. A copy of the application has been included with this filing.

An Actuarial Memorandum has been included with this filing.

American United Life has reviewed the form and believes, to the best of its knowledge, that the form is both consistent with the laws and regulations of your state and in compliance with those laws and regulations. The form contains no unusual or possibly controversial items deviating from normal company or industry standards.

If there are any questions, please let me know. We look forward to receiving your response. Thank you for your assistance with this filing.

Sincerely,

Nelvia Washington  
Senior Contract Analyst  
E-mail: [productcompliance.corporatecompliance@oneamerica.com](mailto:productcompliance.corporatecompliance@oneamerica.com)  
Tele: 1-877-285-7660 (ext 1550) Fax: 1-317-285-5510

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: AULD-127382587 State: Arkansas  
 Filing Company: American United Life Insurance Company State Tracking Number: 49634  
 Company Tracking Number: GB8UPORTGOVMVA  
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
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 Product Name: GB Unallocated Group Retirement Annuity, with Separate Accounts  
 Project Name/Number: GB Unallocated Group Retirement Annuity, with Separate Accounts/GB8UportgovMVA

Nelvia Washington, Senior Contract Analyst Nelvia.Washington@oneamerica.com  
 One American Square 317-285-1550 [Phone]  
 Indianapolis, IN 46206 317-285-5510 [FAX]

#### Filing Company Information

American United Life Insurance Company	CoCode: 60895	State of Domicile: Indiana
One American Square	Group Code: 619	Company Type:
P.O. Box 7127	Group Name:	State ID Number:
Indianapolis, IN 46206	FEIN Number: 35-0145825	
(877) 285-7660 ext. [Phone]		

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#### Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American United Life Insurance Company	\$50.00	08/25/2011	50952893

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/30/2011	08/30/2011

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## Disposition

Disposition Date: 08/30/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AULD-127382587 State: Arkansas

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TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Guaranteed Benefit Unallocated Group Retirement Annuity, with Separate Accounts		Yes

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Variable and Variable

Product Name: GB Unallocated Group Retirement Annuity, with Separate Accounts

Project Name/Number: GB Unallocated Group Retirement Annuity, with Separate Accounts/GB8uportgovMVA

## Form Schedule

Lead Form Number: GB8uportgovMVA

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GB8uportgovMVA	Policy/Contract/Retirement Certificate	Guaranteed Benefit Unallocated Group Retirement Annuity, with Separate Accounts	Initial		0.000	Unall OM Non-Reg GRA8 (MidAmerica 401(a),govNR DCP,govHSA, govHRAwGIT orVEBA,govO PEBwGITorV EBA) anytime v10 MVA 8-8-11 FOR FILING.pdf



CONTRACT NUMBER: [G XX,XXX]  
CONTRACTHOLDER: [ABC COMPANY]  
DATE OF ISSUE: [JANUARY 2, 2012]  
CONTRACT DATE: [JANUARY 1, 2012]  
FIRST CONTRACT ANNIVERSARY: [JANUARY 1, 2013]

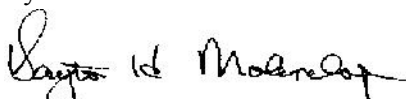
American United Life Insurance Company (AUL) issues this contract in consideration of the Contractholder's application and the payment of Contributions to AUL. When used in this contract, "we," "us," or "our" refer to AUL and "you" or "your" refer to the Contractholder or any third-party administrator (TPA) or other representative designated by the Contractholder to act on its behalf.

All provisions and conditions stated on this and subsequent pages are part of this contract.

This contract is signed for AUL at its Home Office in Indianapolis, Indiana. Our mailing address is P.O. Box 368, Indianapolis, Indiana 46206-0368. Our street address is One American Square, Indianapolis, Indiana 46282.

AMERICAN UNITED LIFE INSURANCE COMPANY®

By



[President & Chief Executive Officer]

Attest



[Secretary]

Guaranteed Benefit Unallocated Group Retirement Annuity, with Separate Accounts [(VIII)(SBR)]  
Current Interest Credited  
Nonparticipating

ACCUMULATION UNITS IN AN INVESTMENT ACCOUNT UNDER THIS CONTRACT MAY INCREASE OR DECREASE IN VALUE ACCORDING TO THE INVESTMENT PERFORMANCE OF THE UNDERLYING INVESTMENTS HELD BY THE INVESTMENT ACCOUNT. THE VALUE OF SUCH ASSETS AND ACCUMULATION UNITS IS NOT GUARANTEED. SECTION 4 OF THIS CONTRACT EXPLAINS THE VALUATION OF SUCH ASSETS AND ACCUMULATION UNITS.

If you have questions concerning your contract, or wish to register a complaint, you may reach us by calling [1-800-261-9618].

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## SECTION 1 - DEFINITIONS

- 1.1 Your "Account Value" as of a date is:
- (a) your balance in the Fixed Interest Account (FIA), if any, on that date; plus
  - (b) the value of your Accumulation Units in each Investment Account on that date.
- 1.2 "Accumulation Unit" is a valuation device used to measure increases in and decreases to the value of any Investment Account.
- 1.3 "Annuity Commencement Date" is the first day of the month an annuity begins under this contract. This date may not be later than the date a Participant's periodic benefits are required to commence under the Code.
- 1.4 "Business Day" is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.5 "Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings thereunder.
- 1.6 The "First Contract Anniversary" is listed on the contract face page. Subsequent "Contract Anniversaries" are on the same day of each subsequent year.
- 1.7 "Contract Quarter" is each of the four successive three-month periods in a Contract Year.
- 1.8 The first "Contract Year" starts on the Contract Date listed on the contract face page and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.9 "Contractholder Account" is an account we maintain for you under this contract.
- 1.10 "Contributions" are funds that have been paid to us pursuant to the Plan or transferred from a prior AUL group annuity contract or a prior funding medium. Such transferred funds may be listed under categories other than "Contributions" on contract reports.
- 1.11 "Contribution-Source" means each type of Contribution allowed under the Plan. You are responsible for tracking each Contribution-Source separately.
- 1.12 "Excess Contributions" are Contributions in excess of the applicable Code limits. You are responsible for tracking Excess Contributions.
- 1.13 "Fixed Interest Account" or "FIA" is an Investment Option described in §3 to which Contributions may be allocated for accumulation at the Guaranteed Rate. The FIA funds constitute a portion of our general asset account.
- 1.14 "Guaranteed Rate" is the guaranteed annual effective rate of interest we credit to the FIA. We credit interest daily to the FIA. The Guaranteed Rate may be modified at any time as described in §3.2.
- 1.15 "Home Office" is our principal office in Indianapolis, Indiana. For anything to be "received by AUL," it must be received at our Home Office.

- 1.16 "Investment Account" means each distinct portfolio established within our **[Series Separate Account II]** and identified in the Table of Investment Accounts in this contract. Amounts allocated to any Investment Account are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity identified in the Table of Investment Accounts. Our "**[Series Separate Account II]**" is a separate account we maintain under Indiana law.
- 1.17 "Investment Option" is the FIA or any Investment Account.
- 1.18 The "Market Value Adjustment" or "MVA" is determined, as of the calculation date, by multiplying a percentage times the Withdrawal Value being paid from the FIA under §§5.1, 5.3, or 9.2.

**[The percentage equals 5 times "t," where:**

**"t" = the 7-year U.S. Treasury Rate in effect as of the MVA calculation date +1.00%, minus the interest rate credited to the FIA as of the MVA calculation date. "t" shall never be less than 0%.**

**The amount of the MVA is deducted from the Withdrawal Value.]**

Our determination of the Market Value Adjustment is conclusive.

- 1.19 "Mutual Fund" means any diversified, open-end, management company made available by us, and listed in the Table of Investment Accounts.
- 1.20 "Participant" is any person participating in the Plan.

***[(Instructions: Use this 1.21 for a governmental 401(a) plan)]***

- 1.21 "Plan" means the Plan Sponsor's plan **[, qualified under Code §401(a),]** that invests in this contract.

***[(Instructions: Use this 1.21 for a governmental post-employment health and welfare benefit plan using a Grantor Integral Trust or a VEBA)]***

- 1.21 "Plan" means the Plan Sponsor's plan **[(a Plan Sponsor-provided GASB 45 OPEB (Other Post-Employment Benefits) non-pension benefit plan that is used to provide post-employment benefits for former employees, which benefits may include certain health care benefits)]** for which Contributions are made to this contract.

***[(Instructions: Use this 1.21 for a governmental HSA plan)]***

- 1.21 "Plan" means the Plan Sponsor's plan **[(a Plan Sponsor-provided Health Savings Account (HSA) established pursuant to Code §223 that is used exclusively to reimburse incurred "qualified medical expenses" as defined in Code §223(d) for "medical care" as defined in Code §213(d))]** for which Contributions are made to this contract.

***[(Instructions: Use this 1.21 for a governmental 457 NRDCP plan)]***

- 1.21 "Plan" means the Plan Sponsor's plan **[of deferred compensation]** for which Contributions are made to this contract.

***[(Instructions: Use this 1.21 for a governmental HRA plan with a Grantor Integral Trust or a VEBA)]***

- 1.21 "Plan" means the Plan Sponsor's plan **[(a Plan Sponsor-provided Health Reimbursement Arrangement (HRA) accident and health plan that is used exclusively to reimburse expenses incurred for medical care as defined under Code §213(d))]** for which Contributions are made to this contract.

- 1.22 "Plan Sponsor" is **[ABC Company]**.

- 1.23 "Portfolio" is a portfolio established within a particular Mutual Fund, as described in the Mutual Fund's current prospectus.
- 1.24 "Valuation Periods" start at the close of each Business Day and end at the close of the next Business Day.
- 1.25 The "Withdrawal Charge" is a percentage of the Account Value withdrawn under this contract. The Withdrawal Charge will not apply to amounts withdrawn to provide certain benefit payments or an annuity as described in §§5.1 and 6.1, respectively. The percentage varies by the Contract Year in which a withdrawal is made. The Withdrawal Charge percentage is as follows:

<u>[ During Contract Years</u>	<u>Percentage</u>
<b>1</b>	<b>7</b>
<b>2</b>	<b>6</b>
<b>3</b>	<b>5</b>
<b>4</b>	<b>4</b>
<b>5</b>	<b>3</b>
<b>6</b>	<b>2</b>
<b>7</b>	<b>1</b>
<b>Thereafter</b>	<b>0]</b>

- 1.26 "Withdrawal Value" is your Account Value, less any Withdrawal Charge.

## SECTION 2 - ADMINISTRATION OF THE CONTRACTHOLDER ACCOUNT

- 2.1 How Contributions Are Handled: You determine the amount to be contributed to this contract. We do not guarantee that the amounts held under this contract will be sufficient to purchase the benefits provided by the Plan. Our liability to provide annuities or other benefits is limited to the amounts available under this contract.

A Contribution is credited to the Contractholder Account on the Business Day we receive that Contribution. Funds may be allocated to Investment Options in any increments acceptable to us. An Investment Option election remains in effect until a new Investment Option election is made.

If we do not receive an Investment Option election as of the date we receive a Contribution, the Contribution will be credited to the **[(insert name of default Investment Option here)]**. Subsequently received Investment Option elections will be used to allocate future Contributions only. We will transfer amounts previously allocated to this default Investment Option, plus gains or minus losses thereon, only if you direct us to make a transfer. This transfer request must be submitted in a format specifically authorized by us.

- 2.2 Transfers from Other Retirement Programs: If permitted by the Plan and by applicable state and federal law, we may accept, or may initiate the transfer of, amounts transferred from other retirement programs. Such transferred amounts, as identified by you, are credited as a rollover Contribution and are tracked within this contract as required by applicable state and federal law.

***[(Instructions: Use this 2.3 for a governmental 401(a) plan or a governmental 457 NRDCP plan)]***

- 2.3 Excess Contributions: On receipt of your instructions, we will withdraw Excess Contributions, plus gains and minus losses, and return them as you direct. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Plan and the Code. A return of Excess Contributions is treated like a Plan benefit payment under §5.1(a).

***[(Instructions: Use this 2.3 for a governmental HSA plan, a governmental HRA plan with a Grantor Integral Trust or a VEBA, or a governmental post-employment health and welfare benefit plan with a Grantor Integral Trust or a VEBA)]***

- 2.3 Excess Contributions: On receipt of your instructions, we will withdraw Excess Contributions, plus gains and minus losses, and return them as you direct. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Plan and the Code. A return of Excess Contributions is treated like a Plan benefit payment under §5.1.
- 2.4 Transfers from Other Contracts: We may require amounts transferred to this contract from other AUL group annuity contracts to be allocated to **[the FIA]**. We will advise you if this limitation applies before accepting such a transfer.

### SECTION 3 -- OPERATION OF FIXED INTEREST ACCOUNT

- 3.1 Allocations to FIA: We allocate Contributions to the FIA as you direct. We credit interest daily from the date of the Contribution or transfer to the FIA to the date of withdrawal or transfer from the FIA to an Investment Account.
- 3.2 Provision of a Guaranteed Rate for the FIA: All Contributions and transfers to the FIA will earn interest at the Guaranteed Rate in effect at the time such Contribution or transfer is made. All monies in the FIA will earn interest at that Guaranteed Rate until that Guaranteed Rate is changed. We may declare a new Guaranteed Rate for the FIA at any time during the Contract Year. Such declaration will be at least **[30 days]** in advance of the effective date of the new rate.

***[(Instructions: Insert the following paragraph if certain commission options apply)]***

**[Notwithstanding the previous paragraph, all Contributions and transfers to the FIA during the 12-month period beginning with the Contract Date will earn a 1% rate of interest in addition to the Guaranteed Rate determined under the previous paragraph for a period of 12 months from the date of deposit.]**

- 3.3 Minimum Rate Guarantee: No Guaranteed Rate may be less than an annual effective interest rate equal to the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year in which the Guaranteed Rate is in effect (rounded to the nearest 0.05%), minus 1.25%. This minimum Guaranteed Rate shall not be less than **[1% nor greater than 3%.]**

However, the minimum Guaranteed Rate shall be 3% prior to January 1, 2012, and the greater of 2.5% or the rate specified in the first paragraph of this Section 3.3 from January 1, 2012 through December 31, 2014.

- 3.4 Allocation of Withdrawals: Withdrawals or transfers from the FIA are on a first-in/first-out (FIFO) basis. All amounts paid during an installment payout period are paid from all Investment Options on a pro-rata basis.
- 3.5 Limitation on Contributions and Transfers to FIA: Except for annuity purchases as described in §6.1, we reserve the right to limit or disallow allocation of new Contributions and transfers to the FIA upon **[30 days]** notice to you.



## SECTION 4 - VALUATION OF INVESTMENT ACCOUNTS

- 4.1 Operation of Investment Accounts: All income, gains, or losses, realized or unrealized, from assets held in any Investment Account are credited to or charged against the applicable Investment Account without regard to our other income, gains, or losses. Investment Account assets are not chargeable with liabilities arising out of any other business we may conduct.
- 4.2 Valuation of Mutual Funds and Other Entities: The current report or prospectus for each Mutual Fund or other entity listed in the Table of Investment Accounts describes how that Mutual Fund's or other entity's assets are valued.
- 4.3 Accumulation Units: We credit amounts allocated to an Investment Account in Accumulation Units. The Accumulation Unit value used is the one for the Valuation Period when we allocate the amount to the Investment Account.
- 4.4 Value of Accumulation Units: We establish the initial Accumulation Unit value for a new Investment Account on the inception date of that Investment Account. The value of an Accumulation Unit for any later Valuation Period reflects the §4.1 income, gains, and losses and the §7.1 Investment Option Charge (IOC). We determine the Accumulation Unit value before giving effect to any additions, withdrawals, or transfers in the current Valuation Period.
- 4.5 Valuing the Contractholder Account: We determine your Account Value in an Investment Account by multiplying the Accumulation Units in the Contractholder Account by the Accumulation Unit value. The Accumulation Unit value of an Investment Account changes only on a Business Day.

## SECTION 5 - BENEFIT PAYMENTS AND TRANSFERS

***[(Instructions: Use this 5.1 for a governmental 401(a) plan or governmental 457 NRDCP plan)]***

- 5.1 Plan Benefit Payments: You will advise us of any person for whom a payment is due under the Plan, including the nature and amount of such payment, before the date such payment is due or as soon thereafter as is practicable. Any withdrawal request under this Section must certify the purpose of the request.

Prior to notification of contract termination (but not thereafter), you may direct us to withdraw all or a portion of your Account Value to pay to you a single-sum payment (except as described below) for:

***[(Instructions: Use this (a) for governmental 401(a))]***

- [(a) Plan benefits for retirement, death, disability, hardships, loans, required minimum distribution benefits pursuant to Code §401(a)(9), or, for profit-sharing plans, benefits after age 59 1/2 or as otherwise allowed by the Code (provided that such profit-sharing plan benefits are paid in a taxable distribution to the Participant). Such a withdrawal is not subject to a Withdrawal Charge or Market Value Adjustment.]**

***[(Instructions: Use this (a) for governmental 457 NRDCP)]***

- [(a) Plan benefits for retirement, death, disability, unforeseeable emergencies, or required minimum distribution benefits pursuant to Code §401(a)(9). Such a withdrawal is not subject to a Withdrawal Charge or Market Value Adjustment.]**

- [(b) Plan benefits for termination of employment. Such a withdrawal is not subject to a Withdrawal Charge or Market Value Adjustment, with the following exceptions:**

- (1) Any such payment requested for a Participant who terminates employment on or after the date your Plan is terminated is subject to a Withdrawal Charge and Market Value Adjustment.**
- (2) Any such payment requested for a Participant whose termination of employment is part of a partial Plan termination under IRS guidelines is subject to a Withdrawal Charge and Market Value Adjustment.**
- (3) Even if there is no full or partial Plan termination under paragraphs (1) and (2) above, we reserve the right to apply a Withdrawal Charge and Market Value Adjustment to any such termination of employment payments during the Contract Year (or, at our option, during the 365-day period preceding our receipt of a termination of employment benefit payment request) which exceed 20% of your Account Value determined as of the first day of the Contract Year (or the first day of the 365-day period).**
- (4) Any such payment requested for a Participant who terminates employment on or after the date the Plan Sponsor files for protection under federal bankruptcy law, is deemed insolvent, dissolves, closes, or shuts down its business, or ceases operations is subject to a Withdrawal Charge and Market Value Adjustment.**

- [(c) Plan benefits not otherwise listed in Subsections (a) and (b) above. Such a withdrawal is subject to a Withdrawal Charge and Market Value Adjustment.]**

Under Subsections (b)(1), (2), (3), and (4) and (c) above, if the entire Account Value is withdrawn, the amount paid equals the Withdrawal Value minus any charges described in §7 that are not included in the Accumulation Unit value and minus the Market Value Adjustment. If a portion of the Account Value is withdrawn, the Account Value is reduced by an amount sufficient to make the payment requested and to cover the Withdrawal Charge, any charges described in §7 that are not included in the Accumulation Unit value, and the Market Value Adjustment.

***[(Instructions: Use this 5.1 for a governmental HSA plan, a governmental HRA plan with a Grantor Integral Trust or a VEBA, or a governmental post-employment health and welfare benefit plan with a Grantor Integral Trust or a VEBA)]***

- 5.1 Plan Benefit Payments: You will advise us of any person for whom a payment is due under the Plan, including the nature and amount of such payment, before the date such payment is due or as soon thereafter as is practicable. Any withdrawal request under this Section must certify the purpose of the request.

Prior to notification of contract termination (but not thereafter), you may direct us to withdraw all or a portion of your Account Value to provide a single-sum payment to you to pay a Plan benefit. Such a withdrawal is not subject to a Withdrawal Charge or Market Value Adjustment.

- 5.2 Transfers between Investment Options: You may direct us to transfer amounts between Investment Options. Transfers are effective on the Business Day we receive the transfer direction. Transfer directions may be made daily on any Business Day.

- 5.3 Transfers to and from the FIA:

- (a) Transfers from the FIA to an Investment Account are subject to a Market Value Adjustment.
- (b) Transfers to the FIA from an Investment Account are subject to our approval.
- (c) We may cease to permit transfers upon 30 days notice to you.

- 5.4 Other Funding: If more than one funding medium is used to fund the Plan, the amount to be withdrawn from this contract to pay a Plan benefit is equal to  $[(1) \times (2)] + 3 + 4$  where:

- (1) is the total Plan benefit payable;
- (2) is the percentage of total Plan assets held under this contract, as you certify to us;
- (3) is the amount of any applicable Withdrawal Charge and Market Value Adjustment applied under §5.1; and
- (4) is the amount of any applicable charges under §7 which are not included in the Accumulation Unit value.

## SECTION 6 - ANNUITIES

- 6.1 **Annuity Purchases:** Prior to notification of contract termination, you may withdraw all or a portion of your Account Value to provide a Plan benefit in the form of an annuity. Such a withdrawal is not subject to a Withdrawal Charge or Market Value Adjustment. On the date we receive an annuity purchase request, we transfer the entire amount requested to the **[FIA]**. Such amounts remain in the **[FIA]** until the full amount (**[plus interest]**) is applied to purchase the annuity on the last day of the month preceding the Annuity Commencement Date. As of that annuity purchase date, such funds are no longer maintained in this contract.

Your annuity purchase request must specify the purpose for the annuity, the Participant's name, the election of an annuity option, Annuity Commencement Date, any contingent annuitant or beneficiary, and any additional information we require. If the Participant or any contingent annuitant dies before the Annuity Commencement Date, the annuity election is cancelled.

The minimum amount which you may apply to purchase an annuity is **[\$10,000]**.

- 6.2 **Annuity Options:** You may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:

- (a) **Life Annuity.** A monthly annuity is payable as long as the annuitant lives.
- (b) **Survivorship Annuity.** A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.

If a certain period annuity is available, the certain period may not extend beyond the life expectancy of a Participant or the joint life expectancy of a Participant and any contingent annuitant, as determined on the Annuity Commencement Date.

- 6.3 **Determining Annuity Amount:** We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to this contract. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity contracts produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate is applied.
- 6.4 **Proof of Age and Survival; Minimum Payments:** We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment. If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.
- 6.5 **Annuity Certificates:** We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

## SECTION 7 - OTHER CONTRACT CHARGES

- 7.1 Investment Option Charge (IOC): Under §4.4, the Accumulation Unit values of all Investment Accounts reflect the daily equivalent of an IOC expressed as an annual percentage.

The IOC for an Investment Account is applied directly against the Investment Account and is equal to **[the sum of “x” + “y” + “z,” where:**

**“x” = a current charge for the investment advisory fees and for the operational, organizational, and other expenses of the corresponding Mutual Fund, Portfolio, or other entity in which the Investment Account invests. Periodically, for a given Investment Account, “x” will change to reflect changes in the related expenses and other factors. Any change in “x” for an Investment Account will be effective without prior written notice. Copies of the prospectuses or reports of the Mutual Fund, Portfolio, or other entity are available for review.**

**“y” = a current charge for our professional services, administrative services (including systems recordkeeping and Investment Account accounting), case acquisition costs, compliance support, sales office expenses, overhead, sales commissions, annuity purchase rate guarantees, reasonable profit, and other related costs.**

**“z” = an annual charge percentage equal to the current fixed dollar charge for expenses you have selected and agreed to in your AUL administrative services agreement divided by the period-end Account Value in all Investment Accounts. Period-end will be month-end. Alternatively, at our option and upon 30 days notice to you prior to the beginning of the next calendar quarter, we may use the calendar quarter-end Account Value in all Investment Accounts to calculate “z.” We also reserve the right to revert to a month-end calculation upon 30 days notice to you prior to the beginning of the month in which the change is to be effective.**

**The “y” charge percentage factor and the maximum “z” charge percentage factor are disclosed in the Table of Contract Charges.]**

- 7.2 Taxes: We may deduct any premium tax we incur that is directly related to amounts received for the Participant from the balance applied to purchase an annuity, or at such other time as we incur a premium tax. We may also deduct from Investment Accounts reasonable charges for federal, state, or local income taxes we incur, that are attributable to such Investment Accounts.

- 7.3 Other Charges:

(a) We apply those charges listed in the Table of Contract Charges.

**[(b) Charges due AUL for which the Plan is responsible, and which the Plan Sponsor and Contractholder have otherwise agreed to in writing, which are unpaid 60 days after the payment due date, will be deducted from your Account on a pro-rata basis from the Investment Options. Charges due AUL for which the Plan Sponsor (not the Plan) is responsible, and which the Plan Sponsor has otherwise agreed to in writing, must be paid by the Plan Sponsor.]**

**(c) Charges due a third-party administrator (TPA) for which the Plan is responsible, and which the Plan Sponsor and the TPA have separately agreed to in writing, will be deducted from your Account on a pro-rata basis from the Investment Options. The entire charge collected by us will be forwarded to the TPA, and no portion of this charge will be retained by us. Charges due the TPA for which the Plan Sponsor (not the Plan) is responsible, and which the Plan Sponsor has otherwise agreed to in writing, must be paid by the Plan Sponsor.]**

## SECTION 8 - CONTRACT MODIFICATIONS

- 8.1 Contract Amendment: You and we may agree to any change or amendment to this contract without the consent of any other person or entity. This contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 8.2 Rates and §7 Charges: We may announce a new Guaranteed Rate for the FIA pursuant to §3.2. We may also modify the charge levels in §7 (but may not exceed the maximum charge levels listed in the Table of Contract Charges) using the procedures of §8.5.
- 8.3 Conformance with Law: We may amend this contract at any time, without your consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give you or Participants the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to you prior to its effective date.
- 8.4 Addition, Deletion, or Substitution of Investments:
- (a) We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, substitution for, or combinations of, the securities that are held by any Investment Account or that any Investment Account may purchase. We reserve the right to eliminate the shares of any of the eligible Mutual Funds, Portfolios, or other entities and to substitute shares of, or interests in, another Mutual Fund, Portfolio, or another investment vehicle, for shares already purchased or to be purchased in the future under the contract, if the shares of any or all eligible Mutual Funds, Portfolios, or other entities are no longer available for investment or if further investment in any or all eligible Mutual Funds, Portfolios, or other entities becomes inappropriate in view of the purposes of the contract. Where required under applicable law, we will not substitute any shares attributable to your interest in any Investment Account without notice, your approval, Participant approval, or prior approval of the Securities and Exchange Commission or a state insurance commissioner, and without following the filing or other procedures established by applicable state insurance regulators. Nothing contained herein will prevent an Investment Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between series or classes of contracts on the basis of requests made by a majority of other contractholders or as permitted by federal law.
  - (b) We reserve the right to establish additional Investment Accounts, each of which would invest in the corresponding Mutual Fund, Portfolio, or other entity, or in other securities or investment vehicles. We reserve the right to eliminate or combine existing Investment Accounts if marketing, tax, or investment conditions warrant. We reserve the right to provide other Investment Options under this contract at any time. Subject to any required regulatory approvals, we reserve the right to transfer assets from any Investment Account to another separate account of AUL or Investment Account.
  - (c) In the event of any such substitution or change, we may, by appropriate amendment, make such changes in this contract as may be necessary or appropriate to reflect such substitution or change. Any transfer request or Investment Option election received on or after the effective date of such substitution or change which reflects the previous Investment Option which has been substituted or changed will be transacted using the new substituted or changed Investment Option. Subject to compliance with applicable law, we also may combine one or more Investment Accounts and may establish a committee, board, or other group to manage one or more aspects of the Investment Accounts.

8.5 Our Right to Initiate Changes: In addition to those amendments permitted by §§8.2, 8.3, and 8.4, we may initiate an additional provision or modification of any other provision of this contract (except for those prohibited amendments listed in §8.6) by giving you **[60 days]** notice of such modification. Any such modification is effective without your affirmative assent unless you notify us before its effective date that you reject the modification. If you reject a modification, we may terminate this contract pursuant to §9.1.

8.6 Prohibited Amendments:

- (a) Notwithstanding our right to initiate changes under §8.5, we may not initiate changes to the §3.3 minimum rate guarantee provision, our obligation to set a Guaranteed Rate for the FIA specified in §3.2, the payment provisions upon contract termination specified in §9.2, the maximum charge levels listed in the Table of Contract Charges, or the Table of Guaranteed Immediate Annuities.
- (b) No modification to this contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to balances held in the FIA on the modification's effective date.

## SECTION 9 - TERMINATION OF CONTRACT

### 9.1 Termination by Either Party:

- (a) You may terminate this contract by giving us notice and electing a form of payment described in §9.2(a).
- (b) We may terminate this contract by giving you notice and making the payment described in §9.2(b) if:
  - (1) you reject a modification to this contract that we propose under §8.5;
  - (2) we have ceased issuing new contracts of this type and intend to terminate substantially all contracts similar in nature to this contract;
  - (3) after the first 3 Contract Years have elapsed, your Account Value under this contract totals less than **[\$100,000;]**
  - (4) the Plan continues to be operated or administered in a manner that we determine would disqualify the Plan, is unlawful, violates ERISA, the Code, or other federal or state law, or exposes us to potential liability, after we have provided you with at least 30 days notice of our concern; or
  - (5) the Plan Sponsor files for protection under federal bankruptcy law, is deemed insolvent, dissolves, closes, or shuts down its business, or ceases operations.
- (c) Termination by either party is effective on the 90th day following receipt of the termination notice, unless you and we agree to another date.

### 9.2 Payment Upon Termination:

- (a) If you terminate the contract, you may elect from among the following payment options:
  - (1) Lump-Sum: We pay you your Withdrawal Value, minus any FIA Market Value Adjustment. Payment is made on the termination effective date, unless you and we agree to another date. Calculation of the amount to be paid is made on the Business Day preceding the payment date.
  - (2) FIA Installment Payments: You may have your **[FIA Withdrawal Value]** paid to you in **[5 equal annual installments]**. **[Calculation of the amount of each installment to be paid is made on the Business Day preceding the termination effective date.]** We pay the first installment on **[the termination effective date.]** Subsequent installments are paid on the anniversary of **[the termination effective date.]** During the installment payment period, interest is credited to your terminating FIA amounts at a rate equal to **[the Guaranteed Rate for the FIA (as determined on the first installment payment date), less 1%]**. The minimum rate guarantee provided in ' 3.3 applies to the interest credited under this Section. Interest is paid with each installment.
  - (3) Transfer to Another Contract: You may transfer your Account Value to any group annuity contract which has a withdrawal charge which we may make available. You



may transfer your Withdrawal Value to any group annuity contract which does not have a withdrawal charge which we may make available. Any such amounts are transferred on the termination effective date, unless you and we agree to another date. Calculation of the amount to be transferred is made on the Business Day preceding the transfer date.

- (b) If we terminate the contract, we pay you your Withdrawal Value, minus any FIA Market Value Adjustment. Payment is made on the termination effective date, unless you and we agree to another date. Calculation of the amount to be paid is made on the Business Day preceding the payment date. However, if we terminate the contract for the reasons in §9.1(b)(1), (2), or (3), we pay you a lump-sum equal to your Account Value.
- 9.3 Indemnification Required: Payments or transfers under §9.2 are in full settlement of our obligations under this contract. Prior to making such payments or transfers under §9.2(a), we may require you and the Plan Sponsor to indemnify and hold us harmless from any and all losses, claims, or demands that may later be asserted against us in connection with the making of such payment or transfer.
- 9.4 Effect on Contract Obligations: Any annuities purchased prior to notification of contract termination are unaffected by a termination. We may refuse further Contributions at any time after a termination notice has been given. This contract terminates automatically if no amounts remain in either the FIA or any Investment Account.

## SECTION 10 - GENERAL PROVISIONS

***[(Instructions: Use this 10.1 if not a governmental 457 NRDCP)]***

- 10.1 Ownership: You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until you make such amounts available to them. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract.

***[(Instructions: Use this 10.1 if a governmental 457 NRDCP)]***

- 10.1 Ownership: You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until you make such amounts available to them. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract. Assets shall be held for the sole benefit of Participants and their beneficiaries under the Plan. No benefit or privilege under the contract may be sold, assigned, discounted, or pledged as collateral for a loan, as security for the performance of an obligation, or for any other purpose to any person or entity other than AUL.
- 10.2 Entire Contract: This contract and your application constitute the entire agreement between you and us. We are not a party to, nor bound by, a Plan, trust, custodial agreement, or other agreement (including your TPA agreement), or any amendment or modification to any of the same. We are not a fiduciary under this contract or under any such Plan, trust, custodial agreement, or other agreement.
- 10.3 Benefit Determinations: You will furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely solely on your instructions and certifications with respect to Participant benefits. You are fully responsible for determining:
- (a) whether benefit payments are permitted under applicable law and the Plan and
  - (b) the existence or amount of Excess Contributions (plus gains or minus losses thereon), and that returns of Excess Contributions are permitted by the Plan and the Code.

We may rely on your or your designee's statements or representations in honoring any benefit payment request.

We require that a Participant execute and submit to us an affidavit that we prepare in order that we may process that Participant's benefit payable under this contract if you, the Plan Sponsor, the Plan Trustee, and the Plan Administrator are no longer in existence at the time we receive that Participant's benefit payment request.

- 10.4 Representations and Warranties: You and we mutually represent and warrant, each to the other, that each is fully authorized to enter into this contract and that this contract is a valid and binding obligation and that the execution of this contract does not violate any law, regulation, judgment, or order by which the representing party is bound. In addition, you represent and warrant to us that:

***[(Instructions: Use this (a) for a governmental 401(a) plan)]***

- [(a) the Plan is qualified under Code §401(a);]***

***[(Instructions: Use this (a) for a governmental 457 NRDCP plan)]***

- [(a) the Plan is a deferred compensation plan that meets the requirements of Code §457;]***

***[(Instructions: Use this (a) for a governmental HSA plan)]***

- [(a) the Plan is used exclusively to reimburse incurred “qualified medical expenses” as defined in Code §223(d) for “medical care” as defined in Code §213(d);]**

***[[Instructions: Use this (a) for a governmental post-employment health and welfare benefit plan using a Grantor Integral Trust or a VEBA)]***

- [(a) the Plan is a GASB 45 OPEB (Other Post-Employment Benefits) non-pension benefit plan that is used to provide post-employment benefits for former employees, which benefits may include certain health care benefits);]**

***[(Instructions: Use this (a) for a governmental HRA plan with a Grantor Integral Trust or a VEBA)]***

- [(a) the Plan is used exclusively to reimburse expenses incurred for medical care as defined under Code §213(d);]**

- (b) the execution of this contract has been authorized by the Plan fiduciary or other Plan representative responsible for Plan investment decisions; and**

- (c) the execution or performance of this contract does not violate any Plan provision or any law, regulation, judgment, or order by which the Plan is bound.**

We do not make any representation or warranty regarding the federal, state, or local tax status of this contract or any transaction involving this contract.

- 10.5 Contractholder Representative; Misstatement of Data: You may designate a representative to act on your behalf under §§2 or 3 or to receive any payment under §§5 or 9. We may rely on any information you or your designee furnishes. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant's or contingent annuitant's age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.

- 10.6 Assignment by Contractholder: You may assign this contract by filing the original or a duplicate of the assignment with us. We are not responsible for the validity of an assignment.

- 10.7 Requirement for Writing: When reference is made to you or your designee making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.

***[(Instructions: Use this 10.8 for a governmental 401(a) plan)]***

- 10.8 Effect of Disqualification: You will promptly notify us if you determine that there is a reasonable basis for believing the Plan is no longer qualified under Code §401(a). In such event, your share of each Investment Option and the FIA is withdrawn and transferred to Liquid Interest Fund II (LIF II) within our general asset account, where such funds earn a fixed annual effective interest rate equal to the §3.3 minimum Guaranteed Rate from the date of allocation to LIF II until the earlier of the date those funds are withdrawn from the contract or the date the Plan is again qualified and such funds are transferred to the appropriate Investment Options pursuant to applicable Investment Option elections. No amounts attributable to this contract can be placed in any Investment Option until the Plan is again qualified.

***[(Instructions: Use this 10.8 for a governmental 457 NRDCP plan, governmental HSA plan, a governmental HRA plan with a Grantor Integral Trust or a VEBA, or a governmental post-employment health and welfare benefit plan with a Grantor Integral Trust or a VEBA)]***

- 10.8 Effect of Failure to Maintain Governmental Status: You will promptly notify us if the Plan Sponsor ceases to be a governmental entity. In such event, your share of each Investment Option and the FIA is withdrawn and transferred to Liquid Interest Fund II (LIF II) within our general asset account, where such funds earn a fixed annual effective interest rate equal to the §3.3 minimum Guaranteed Rate from the date of allocation to LIF II until the earlier of the date those funds are withdrawn from the contract or the Plan Sponsor again qualifies as a governmental entity and such funds are transferred to the appropriate Investment Options pursuant to applicable Investment Option elections. No amounts attributable to this contract can be placed in any Investment Option until the Plan Sponsor again qualifies as a governmental entity.
- 10.9 Conformity with Law: Any benefit payable under this contract shall not be less than the minimum benefit required by the insurance laws of the state in which the contract is delivered. Language in this contract referring to state or federal tax, securities, or other statutes or rules do not incorporate within this contract any such statutes or rules.
- 10.10 Gender and Number: Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 10.11 Facility of Payment: If you have directed us to pay any Participant, contingent annuitant, or beneficiary who is legally incapable of giving a valid receipt for any payment, and no guardian has been appointed, we will pay you directly. Any such payment fully discharges us to the extent of such payment.
- 10.12 Voting: We own all shares of a Mutual Fund, Portfolio, or other entity held in an Investment Account. We exercise the voting rights of such shares at all shareholder meetings on all matters requiring shareholder voting under the Investment Company Act of 1940 or other applicable laws. Our vote reflects instructions received from persons having the voting interest in the shares, as follows:
- (a) You have the voting interest under this contract. Unless otherwise required by applicable law, the number of shares of a Mutual Fund, Portfolio, or other entity for which you may give voting instructions is determined by dividing the total number of Accumulation Units in the affected Investment Account credited under this contract by the total number of Accumulation Units in the affected Investment Account credited under all group annuity contracts issued by us times the number of shares of the Mutual Fund, Portfolio, or other entity owned by AUL's separate accounts. Fractional votes are counted. Our determination is made as of the date used by the Mutual Fund, Portfolio, or other entity to determine shareholders eligible to vote.
  - (b) We vote shares proportionally, to reflect the voting instructions we receive in a timely manner from you and from all other contractholders. If no timely voting instructions are received from you, we vote shares proportionally, to reflect the voting instructions we received in a timely manner for all other contracts.

To the extent permitted by applicable law, we may vote shares in our own right or may modify the above procedures to reflect changes in the law or its interpretation.

We will provide prospectuses and other reports as required by applicable federal law.

- 10.13 Acceptance of New Contributions: We may refuse to accept new Contributions at any time.

- 10.14 Emergencies: If regular banking activities are suspended, securities exchanges are closed, or there is restricted trading on any securities exchange, or if emergency or other circumstances beyond our control exist that make the disposal or valuation of securities or other assets reasonably impractical, we may defer processing Contributions, transfers, withdrawals, payments, or other financial transactions under this contract for a reasonable period, in light of then-current market conditions.
- 10.15 Our Annual Statement: No provision of this contract controls, determines, or modifies any annual statement made by us to any insurance department, contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of this contract.
- 10.16 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M.]** local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

**[TABLE OF CONTRACT CHARGES]**

**[(1) Investment Option Charge (IOC):**

(A) The “y” charge percentage factor of the §7.1 IOC for this contract is **[as follows:**

<b><u>Your Month-End (or Quarter-End*)</u></b> <b><u>Account Value Allocated to All Investment Accounts</u></b>	<b><u>Annual Charge Factor</u></b>
Less Than \$ 1,000,000	1.25%
Between \$ 1,000,000 and \$2,000,000	1.25%
Over \$2,000,000	1.25%

**We determine “y” each month by multiplying your month-end Account Value in all Investment Accounts in the contract by the corresponding annual charge factor.**

**\*Alternatively, at our option and upon 30 days notice to you prior to the beginning of the next calendar quarter, we may determine “y” each calendar quarter by multiplying your quarter-end Account Value in all Investment Accounts in the contract by the corresponding annual charge factor. We also reserve the right to change to a monthly “y” determination from a quarterly “y” determination upon 30 days notice to you prior to the beginning of the month in which the change is to be effective.**

**Notwithstanding the above, the annual “y” charge percentage for the first month (or first calendar quarter, if determining “y” on a quarterly basis) is 1.25%.**

**(B) The “z” charge percentage factor of the §7.1 IOC for this contract will never exceed 1%.]**

- (2) Charge for Non-Electronic Transfers: We charge a service fee of up to **[\$5]** for non-electronic transfers between Investment Options, which will be billed to you.
- (3) Contract Termination Individual Participant Check Fee: We bill you for a fee of up to \$100 for each Participant for whom an individual check is prepared upon contract termination. (This charge does not apply to a lump-sum payment to you upon contract termination.)
- (4) Participant Account Charge: Should we ever begin to provide individual Participant recordkeeping services under this contract, we reserve the right to deduct a Participant Account Charge of up to \$10 per Contract Quarter on the last day of each Contract Quarter from each Participant Account in existence on such day for as long as the Participant Account is in effect. Alternatively, we may bill this charge to you. If the entire balance of a Participant Account is applied or withdrawn before the last day of the Contract Quarter pursuant to the contract, the Participant Account Charge attributable to the period of time which has elapsed since the first day of the Contract Quarter in which such application or withdrawal of funds is made will not be deducted from the amount applied or withdrawn and will not be billed to you.

**[TABLE OF GUARANTEED IMMEDIATE ANNUITIES  
MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE**

<b>ADJUSTED AGE</b>	<b>LIFE ANNUITY</b>	<b>10-YEAR CERTAIN AND LIFE ANNUITY</b>
45	2.7498	2.7455
46	2.7986	2.7938
47	2.8498	2.8444
48	2.9036	2.8975
49	2.9602	2.9532
50	3.0197	3.0116
51	3.0823	3.0730
52	3.1483	3.1375
53	3.2178	3.2052
54	3.2913	3.2763
55	3.3690	3.3512
56	3.4511	3.4299
57	3.5381	3.5126
58	3.6301	3.5995
59	3.7273	3.6906
60	3.8300	3.7862
61	3.9387	3.8865
62	4.0536	3.9919
63	4.1751	4.1024
64	4.3037	4.2184
65	4.4397	4.3400
66	4.5837	4.4676
67	4.7365	4.6014
68	4.8992	4.7419
69	5.0735	4.8895
70	5.2610	5.0448
71	5.4635	5.2077
72	5.6823	5.3783
73	5.9180	5.5559
74	6.1718	5.7400
75	6.4456	5.9301

**Adjusted Age = Actual Age at Settlement (in years and completed months) less the following number of months: [0.6 times (Birth Year - 1915)] rounded to the nearest integer.**

**Guaranteed purchase rates are 100% of the net single premium for the benefit provided based on 85% of the unprojected 1994 Group Annuity Reserving Table for females with interest at 1.5%.]**

## [TABLE OF INVESTMENT ACCOUNTS]

The following Investment Accounts are made available to you under this contract. By completing a form we require, you may restrict the Investment Accounts you make available to your Participants. Amounts allocated to any Investment Account identified below are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity listed below. Any restrictions imposed on AUL's ability to buy or sell shares in a Mutual Fund, Portfolio, or other entity listed below, and any fees imposed on AUL in connection with the purchase or sale of such shares, will be applied to any transaction by the Contractholder or Participant involving the corresponding listed Investment Account.

<u>Investment Account</u>	<u>Mutual Fund, Portfolio, or Other Entity</u>
Alger Capital Appreciation Institutional	Alger Capital Appreciation Institutional (R Class)
Alger Small /Cap Growth Institutional	Alger Small/Cap Growth Institutional (R Class)
AllianceBernstein 2010 Retirement Strategy	AllianceBernstein 2010 Retirement Strategy (R Class)
AllianceBernstein 2015 Retirement Strategy	AllianceBernstein 2015 Retirement Strategy (R Class)
AllianceBernstein 2020 Retirement Strategy	AllianceBernstein 2020 Retirement Strategy (R Class)
AllianceBernstein 2025 Retirement Strategy	AllianceBernstein 2025 Retirement Strategy (R Class)
AllianceBernstein 2030 Retirement Strategy	AllianceBernstein 2030 Retirement Strategy (R Class)
AllianceBernstein 2035 Retirement Strategy	AllianceBernstein 2035 Retirement Strategy (R Class)
AllianceBernstein 2040 Retirement Strategy	AllianceBernstein 2040 Retirement Strategy (R Class)
AllianceBernstein 2045 Retirement Strategy	AllianceBernstein 2045 Retirement Strategy (R Class)
AllianceBernstein 2050 Retirement Strategy	AllianceBernstein 2050 Retirement Strategy (R Class)
AllianceBernstein 2055 Retirement Strategy	AllianceBernstein 2055 Retirement Strategy (R Class)
AllianceBernstein Core Opportunities	AllianceBernstein Core Opportunities R Class)
AllianceBernstein Global Value	AllianceBernstein Global Value Fund (R Class)
AllianceBernstein International Growth	AllianceBernstein International Growth Fund (R Class)
AllianceBernstein International Value	AllianceBernstein International Value Fund (R Class)
AllianceBernstein Small/Mid-Cap Growth	AllianceBernstein Mid-Cap Growth Fund (R Class)
AllianceBernstein Small/Mid Cap Value	AllianceBernstein Small/Mid Cap Value Fund (R Class)
AllianceBernstein Small-Cap Growth	AllianceBernstein Small –Cap Growth Fund (R Class)
AllianceBernstein Value	AllianceBernstein Value Fund (R Class)
Allianz NFJ Dividend Value	Allianz NFJ Dividend Value (R Class)
Allianz OCC Renaissance Fund	Allianz OCC Renaissance Fund (R Class)
American Century® Diversified Bond	American Century® Diversified Bond (Adv Class)
American Century® Emerging Markets	American Century® Emerging Markets (Adv Class)
American Century® Equity Growth	American Century® Equity Growth Fund (Advisor Class)
American Century® Equity Income	American Century® Equity Income Fund (Advisor Class)
American Century® Ginnie Mae	American Century® Ginnie Mae Fund (Advisor Class)
American Century® Growth	American Century® Growth Fund (Advisor Class)
American Century® Heritage	American Century® Heritage Fund (Advisor Class)
American Century® Inflation-Adjusted Bond	American Century® Inflation-Adjusted Bond (Advisor Class)
American Century® International Bond	American Century® International Bond (Advisor Class)
American Century® International Discovery	American Century® International Discovery (Advisor Class)
American Century® International Growth	American Century® International Growth (Advisor Class)
American Century® Large Company Value	American Century® Large Company Value (Advisor Class)
American Century® Livestrong 2015	American Century® Livestrong 2015 (Adv Class)
American Century® Livestrong 2020	American Century® Livestrong 2020 (Adv Class)
American Century® Livestrong 2025	American Century® Livestrong 2025 (Adv Class)
American Century® Livestrong 2030	American Century® Livestrong 2030 (Adv Class)
American Century® Livestrong 2035	American Century® Livestrong 2035 (Adv Class)
American Century® Livestrong 2040	American Century® Livestrong 2040 (Adv Class)
American Century® Livestrong 2045	American Century® Livestrong 2045 (Adv Class)
American Century® Livestrong 2050	American Century® Livestrong 2050 (Adv Class)
American Century® Livestrong Income	American Century® Livestrong Income (Adv Class)



American Century® Real Estate	American Century® Real Estate (Advisor Class)
American Century® Select	American Century® Select Fund (Advisor Class)
American Century® Small Cap Value	American Century® Small Cap Value (Advisor Class)
American Century® Strategic Allocation: Aggressive	American Century® Strategic Allocation: Aggr Fund (Adv Fund)
American Century® Strategic Allocation: Conservative	American Century® Strategic Allocation: Conservative Fund (Adv Fund)
American Century® Strategic Allocation: Moderate	American Century® Strategic Allocation: Moderate Fund (Advisor Fund)
American Century® Ultra®	American Century® Ultra® Fund (Advisor Class)
American Century® Vista	American Century® Vista Fund (Advisor Class)
American Funds® AMCAP®	American Funds® AMCAP® (R3 Class)
American Funds® American High Income Trust	American Funds® American High Income Trust (Retirement Class)
American Funds® Capital World Growth & Income	American Funds® Capital World Growth & Income (Retirement Class)
American Funds® EuroPacific Growth®	American Funds® EuroPacific Growth® (Retirement Class)
American Funds® Fundamental Investors	American Funds® Fundamental Investors (Retirement Class)
American Funds® Growth Fund of America	American Funds® Growth Fund of America (Retirement Class)
American Funds® Intermediate Bond Fund of America®	American Funds® Intermediate Bond Fund of America® (Retirement Class)
American Funds® SmallCap World	American Funds® SmallCap World (Retirement Class)
Fidelity® Advisor Dividend Growth	Fidelity® Advisor Dividend Growth Fund (T Class)
Fidelity® Advisor Dynamic Capital Appreciation	Fidelity® Advisor Dynamic Capital Appreciation Fund (T Class)
Fidelity® Advisor Equity Growth	Fidelity® Advisor Equity Growth Fund (T Class)
Fidelity® Advisor Equity Income	Fidelity® Advisor Equity Income Fund (T Class)
Fidelity® Advisor Freedom Income	Fidelity® Advisor Freedom Income Fund (T Class)
Fidelity® Advisor Fifty	Fidelity® Advisor Fifty (T Class)
Fidelity® Advisor Growth & Income	Fidelity® Advisor Growth & Income Fund (T Class)
Fidelity® Advisor Growth Opportunities	Fidelity® Advisor Growth Opportunities Fund (T Class)
Fidelity® Advisor Leveraged Company Stock	Fidelity® Advisor Leveraged Company Stock (T Class)
Fidelity® Advisor New Insights Fund	Fidelity® Advisor New Insights Fund (T Class)
Fidelity® Advisor Small Cap	Fidelity® Advisor Small Cap Fund (T Class)
Fidelity® Advisor Value	Fidelity® Advisor Value (T Class)
Fidelity Freedom 2010	Fidelity Freedom 2010 Fund (T Class)
Fidelity Freedom 2015	Fidelity Freedom 2015 Fund (T Class)
Fidelity Freedom 2020	Fidelity Freedom 2020 Fund (T Class)
Fidelity Freedom 2025	Fidelity Freedom 2025 Fund (T Class)
Fidelity Freedom 2030	Fidelity Freedom 2030 Fund (T Class)
Fidelity Freedom 2035	Fidelity Freedom 2035 Fund (T Class)
Fidelity Freedom 2040	Fidelity Freedom 2040 Fund (T Class)
Fidelity Freedom 2045	Fidelity Freedom 2045 Fund (T Class)
Fidelity Freedom 2050	Fidelity Freedom 2050 Fund (T Class)
Fifth Third Mid Cap Growth	Fifth Third Mid Cap Growth Fund (Advisor Class)
Fifth Third Multi Cap Value	Fifth Third Multi Cap Value Fund (Advisor Class)
Fifth Third Quality Growth	Fifth Third Quality Growth Fund (Advisor Class)
Fifth Third Strategic Income	Fifth Third Strategic Income Fund (Advisor Class)
First American Mid-Cap Growth Opportunities	First American Mid-Cap Growth Opportunities (R Class)
First American Mid Cap Index	First American Mid Cap Index (R Class)
First American Mid-Cap Value	First American Mid-Cap Value (R Class)
First American Small Cap Index	First American Small Cap Index (R Class)
First American Small Cap Select	First American Small Cap Select (R Class)
First American Small Cap Value	First American Small Cap Value (R Class)
First American Strategy Growth Allocation	First American Strategy Growth Allocation (R Class)
Franklin Capital Growth	Franklin Capital Growth Fund (R Class)
Franklin Flex Cap Growth	Franklin Flex Cap Growth Fund (R Class)
Franklin Small Cap Value	Franklin Small Cap Value (R Class)
Franklin Small-Mid Cap Growth	Franklin Small-Mid Cap Growth Fund (R Class)
Franklin Strategic Income	Franklin Strategic Income Fund (R Class)
Goldman Sachs Mid-Cap Value	Goldman Sachs Mid-Cap Value (SVC Class)
Goldman Sachs Small Cap Value	Goldman Sachs Small Cap Value (SVC Class)
Goldman Sachs Structured International Equity	Goldman Sachs Structured International Equity (Institutional Class)

Goldman Sachs Growth Strategy	Goldman Sachs Growth Strategy (SVC Class)
Goldman Sachs Tollkeeper	Goldman Sachs Tollkeeper (SVC Class)
Invesco Basic Value	Invesco Basic Value Fund (R Class)
Invesco Capital Development	Invesco Capital Development (R Class)
Invesco Energy	Invesco Energy Fund (A Class)
Invesco Financial Services	Invesco Financial Services Fund (A Class)
Invesco Global Equity	Invesco Global Equity Fund (A Class)
Invesco Global Health Care	Invesco Global Health Care Fund (A Class)
Invesco International Growth	Invesco International Growth (R Class)
Invesco Leisure	Invesco Leisure Fund (K Class)
Invesco Mid Cap Core Equity	Invesco Mid Cap Core Equity Fund (R Class)
Invesco Small Cap Growth	Invesco Small Cap Growth Fund (R Class)
Invesco Technology	Invesco Technology Fund (A Class)
Janus Adviser Forty	Janus Adviser Forty Fund (R Class)
Janus Adviser Growth & Income	Janus Adviser Growth & Income Fund (R Class)
Janus Adviser INTECH Risk-Managed Large Cap Growth	Janus Adviser INTECH Risk-Managed Large Cap Growth Fund (S Class)
Janus Adviser Mid Cap Value	Janus Adviser Mid Cap Value (R Class)
Janus Adviser Small Company Value	Janus Adviser Small Company Value Fund (S Class)
Lord Abbett Developing Growth	Lord Abbett Developing Growth Fund (P Class)
Lord Abbett Growth Opportunities	Lord Abbett Growth Opportunities Fund (P Class)
Lord Abbett Small-Cap Blend	Lord Abbett Small-Cap Blend Fund (P Class)
Marshall Mid-Cap Growth	Marshall Mid-Cap Growth Fund (Investor Class)
Marshall Mid-Cap Value	Marshall Mid-Cap Value (Investor Class)
Marshall Small Cap Growth	Marshall Small Cap Growth (Investor Class)
Neuberger Berman Fasciano	Neuberger Berman Fasciano Fund (Advisor Class)
Neuberger Berman Focus	Neuberger Berman Focus Fund (Advisor Class)
Neuberger Berman Small Cap Growth	Neuberger Berman Small Cap Growth Fund (Advisor Class)
Neuberger Berman Partners	Neuberger Berman Partners Fund (Advisor Class)
OneAmerica Asset Director	OneAmerica Asset Director Portfolio (Advisor Class)
OneAmerica Investment Grade Bond	OneAmerica Investment Grade Bond Portfolio (Advisor Class)
OneAmerica Money Market	OneAmerica Money Market Portfolio (Advisor Class)
OneAmerica Socially Responsive	OneAmerica Socially Responsive Portfolio (Advisor Class)
OneAmerica Value	OneAmerica Value Portfolio (Advisor Class)
Oppenheimer Developing Markets	Oppenheimer Developing Markets (N Class)
Oppenheimer Global	Oppenheimer Global Fund (N Class)
Oppenheimer International Bond	Oppenheimer International Bond Fund (N Class)
Oppenheimer International Growth	Oppenheimer International Growth Fund (N Class)
Oppenheimer Main Street Opportunity	Oppenheimer Main Street Opportunity Fund (N Class)
Oppenheimer Main Street Small Cap Fund	Oppenheimer Main Street Small Cap Fund (N Class)
Oppenheimer Strategic Income	Oppenheimer Strategic Income Fund (N Class)
Oppenheimer Value	Oppenheimer Value Fund (N Class)
PIMCO High Yield	PIMCO High Yield Fund (R Class)
PIMCO Total Return	PIMCO Total Return (R Class)
Pioneer Bond	Pioneer Bond Fund (R Class)
Pioneer Emerging Markets	Pioneer Emerging Markets (A Class)
Pioneer Equity Income	Pioneer Equity Income (R Class)
Pioneer	Pioneer Fund (R Class)
Pioneer High Yield	Pioneer High Yield Fund (R Class)
Pioneer Mid-Cap Value	Pioneer Mid-Cap Value Fund (R Class)
Pioneer Oak Ridge Large Cap Growth	Pioneer Oak Ridge Large Cap Growth Fund (R Class)
Pioneer Small Cap Value	Pioneer Small Cap Value Fund (R Class)
Russell LifePoints® 2015 Strategy Fund	Russell LifePoints® 2015 Strategy Fund (R3 Class)
Russell LifePoints® 2020 Strategy Fund	Russell LifePoints® 2020 Strategy Fund (R3 Class)
Russell LifePoints® 2025 Strategy Fund	Russell LifePoints® 2025 Strategy Fund (R3 Class)
Russell LifePoints® 2030 Strategy Fund	Russell LifePoints® 2030 Strategy Fund (R3 Class)
Russell LifePoints® 2035 Strategy Fund	Russell LifePoints® 2035 Strategy Fund (R3 Class)

Russell LifePoints® 2040 Strategy Fund  
 Russell LifePoints® 2045 Strategy Fund  
 Russell LifePoints® 2050 Strategy Fund  
 Russell LifePoints® Balanced  
 Russell LifePoints® Conservative  
 Russell LifePoints® Equity Growth Strategy  
 Russell LifePoints® Growth Strategy  
 Russell LifePoints® In Retirement  
 Russell LifePoints® Moderate  
 State Street Equity 500 Index  
 T. Rowe Price Blue Chip Growth  
 T. Rowe Price Equity-Income  
 T. Rowe Price Growth Stock  
 T. Rowe Price International Growth and Income  
 T. Rowe Price International Stock  
 Templeton Foreign  
 Templeton Growth  
 Thornburg Core Growth  
 Thornburg International Value  
 Thornburg Limited-Term Income  
 Thornburg Value  
 Timothy Conservative Growth  
 Timothy Strategic Growth

Russell LifePoints® 2040 Strategy Fund (R3 Class)  
 Russell LifePoints® 2045 Strategy Fund (R3 Class)  
 Russell LifePoints® 2050 Strategy Fund (R3 Class)  
 Russell LifePoints Balanced (R3 Class)  
 Russell LifePoints Conservative (R3 Class)  
 Russell LifePoints Equity Growth Strategy (R3 Class)  
 Russell LifePoints Growth Strategy (R3 Class)  
 Russell LifePoints® In Retirement Fund (R3 Class)  
 Russell LifePoints Moderate Strategy (R3 Class)  
 State Street Equity 500 Index  
 T. Rowe Price Blue Chip Growth Fund (R Class)  
 T. Rowe Price Equity-Income Fund (R Class)  
 T. Rowe Price Growth Stock Fund (R Class)  
 T. Rowe Price International Growth and Income Fund (R Class)  
 T. Rowe Price International Stock Fund (R Class)  
 Templeton Foreign Fund (R Class)  
 Templeton Growth (R Class)  
 Thornburg Core Growth Fund (R3 Class)  
 Thornburg International Value Fund (R3 Class)  
 Thornburg Limited-Term Income Fund (R3 Class)  
 Thornburg Value Fund (R3 Class)  
 Timothy Conservative Growth (A Class)  
 Timothy Strategic Growth (A Class)]

SERFF Tracking Number: AULD-127382587 State: Arkansas  
Filing Company: American United Life Insurance Company State Tracking Number: 49634  
Company Tracking Number: GB8UPORTGOVMVA  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: GB Unallocated Group Retirement Annuity, with Separate Accounts  
Project Name/Number: GB Unallocated Group Retirement Annuity, with Separate Accounts/GB8uportgovMVA

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> ARactcert-Reg6.pdf		
<b>Satisfied - Item:</b> Application <b>Comments:</b> The application to be used with this contract will be Form P-11104, which was approved by your office on April 17, 2000. <b>Attachment:</b> 11104 (Reference for filing).pdf		
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo <b>Comments:</b> <b>Attachment:</b> Act_Mem_GB8uportgovMVA(8-23-11).pdf		
<b>Satisfied - Item:</b> Statement of Variability <b>Comments:</b> <b>Attachment:</b> Form GB8uportgovMVA MidAmerica Var contr SOV (8-22-11).pdf		

**STATE OF ARKANSAS**

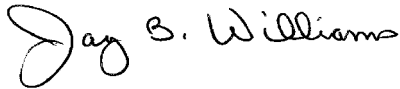
**CERTIFICATION**

CARRIER: AMERICAN UNITED LIFE INSURANCE COMPANY

SUBMISSION: Form GB8uportgovMVA, Guaranteed Benefit Unallocated Group Retirement Annuity,  
with Separate Accounts ☐

DATE: August 25, 2011

I hereby certify that to the best of my knowledge and belief the above submission conforms to  
Arkansas Regulation 6.

A handwritten signature in black ink that reads "Jay B. Williams". The signature is written in a cursive style with a large, stylized initial "J".

Jay B. Williams  
Name

Vice President, Compliance  
Title

**APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY  
FOR A GROUP ANNUITY CONTRACT**

**ABC Company**

*(hereinafter called the Applicant)*

**REFERENCE ONLY**

THIS FORM  
PREVIOUSLY  
APPROVED BY YOUR  
OFFICE.

hereby applies for Group Annuity Contract Number **GA XX,XXX.**

This application is made a part of the said contract, which is hereby approved and its provisions and conditions accepted.

This application is executed in duplicate, one counterpart being attached to said contract and the other being returned to American United Life Insurance Company.

It is agreed that this application supersedes any previous application for said contract.

Dated at \_\_\_\_\_ on \_\_\_\_\_,

Signature of Applicant **ABC Company**

\_\_\_\_\_  
*(Soliciting Agent)*

By \_\_\_\_\_  
\_\_\_\_\_  
*(Signature and Title)*

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.*

P-11104

**APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY  
FOR A GROUP ANNUITY CONTRACT**

**ABC Company**

*(hereinafter called the Applicant)*

hereby applies for Group Annuity Contract Number **GA XX,XXX.**

This application is made a part of the said contract, which is hereby approved and its provisions and conditions accepted.

This application is executed in duplicate, one counterpart being attached to said contract and the other being returned to American United Life Insurance Company.

It is agreed that this application supersedes any previous application for said contract.

Dated at \_\_\_\_\_ on \_\_\_\_\_,

Signature of Applicant **ABC Company**

\_\_\_\_\_  
*(Soliciting Agent)*

By \_\_\_\_\_  
\_\_\_\_\_  
*(Signature and Title)*

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.*

P-11104

**American United Life Insurance Company – NAIC 60895**  
**Guaranteed Benefit Unallocated Group Retirement Annuity, with Separate Accounts**  
**Form GB8uportgovMVA**  
**Statement of Variability**  
**08-22-11**

Page	Description	Variable Explanation
Cover Page	John Doe information, officer name & title, company telephone number  [(VIII(SBR)]	Employer specific information/name and/or title change/telephone number change  Reflects the type of contract issued
Table of Content – pg 2	Section 10.8- Disqualification/ Failure to Maintain Government Status	Appropriate wording required by federal law used based on the type of plan covered by the contract
Table of Content – pg 2	Table of Guaranteed Immediate Annuities	To allow flexibility in case the 1994 Group Annuity Reserving Table is changed.
Table of Content – pg 2	Table of Investment Accounts	Based on investment options available under the contract
4	Sec. 1.16 – [Series Separate Account II]	To allow for change in name of separate account
4	Sec. 1.18 – Market Value Adjustment (MVA) [The percentage equals 5 times "t," where:  "t" = the 7-year U.S. Treasury Rate in effect as of the MVA calculation date +1.00%, minus the interest rate credited to the FIA as of the MVA calculation date. "t" shall never be less than 0%.  The amount of the MVA is deducted from the Withdrawal Value.]	To allow for change in the determination of the percentage applicable to MVA
4	Sec. 1.21 – Definition of a Plan.	Language used based on the type of plan covered by the contract.  <u>A governmental 401(a) plan):</u> "Plan" means the Plan Sponsor's plan [, <b>qualified under Code §401(a),</b> ] that invests in this contract.  <u>A governmental post-employment health and welfare benefit plan using a Grantor Integral Trust or a VEBA:</u> "Plan" means the Plan Sponsor's plan [(a Plan

		<p><b>Sponsor-provided GASB 45 OPEB (Other Post-Employment Benefits) non-pension benefit plan that is used to provide post-employment benefits for former employees, which benefits may include certain health care benefits)] for which Contributions are made to this contract.</b></p> <p><i>a governmental HSA plan:</i>  <b>"Plan" means the Plan Sponsor's plan [(a Plan Sponsor-provided Health Savings Account (HSA) established pursuant to Code §223 that is used exclusively to reimburse incurred "qualified medical expenses" as defined in Code §223(d) for "medical care" as defined in Code §213(d))]</b> for which Contributions are made to this contract.</p> <p><i>A governmental 457 NRDCP plan):</i>  <b>"Plan" means the Plan Sponsor's plan [of deferred compensation]</b> for which Contributions are made to this contract.</p> <p><i>A governmental HRA plan with a Grantor Integral Trust or a VEBA):</i>  <b>"Plan" means the Plan Sponsor's plan [(a Plan Sponsor-provided Health Reimbursement Arrangement (HRA) accident and health plan that is used exclusively to reimburse expenses incurred for medical care as defined under Code §213(d))]</b> for which Contributions are made to this contract.</p>
4	Sec. 1.22 – Plan Sponsor	John Doe (group) information
5	Sec. 1.25 – Withdrawal Charge	Scale varies by commission option. Maximum surrender charge would be 8%, minimum would be zero and the withdrawal charge period would not exceed 10 years.
6	Sec. 2.1 – <b>[default investment option]</b>	To allow for selection of default investment option by plan sponsor
6	Sec. 2.3 – Excess Contributions	Language used in this section is the language required by the Internal Revenue Code for the type of plan covered by the contract. See Section 1.21 for types of plans.
6	Sec. 2.4 – <b>[the FIA]</b>	To allow for a change in the investment option selected for allocation
7	Sec. 3.2 – Provision of Rate Guarantee: <b>[30 days]</b>	Option to change number of days based on administration requirements. Range = 5 days - 45 days



	<b>[Notwithstanding the previous paragraph, all Contributions and transfers to the FIA during the 12-month period beginning with the Contract Date will earn a 1% rate of interest in addition to the Guaranteed Rate determined under the previous paragraph for a period of 12 months from the date of deposit.]</b>	Available if the commission option allows for bonus rate. Bonus rate = 0 to 10%  Months range = 12 to 60 months.
7	Sec. 3.3 – Minimum Rate Guarantee.	Range = Maximum rate of 3% with minimum rate of 1%.
7	Sec. 3.5 <b>[30 days]</b>	Option to change number of days based on administration requirements. Range = 30 – 45 days.
9	Sec. 5.1 - Plan Benefit Payments	Option to change based on changes in Internal Revenue Code
11	Sec. 6.1 Annuity Purchases <b>[FIA]</b> <b>[plus interest]</b>  Minimum amount to purchase an annuity. <b>[\$10,000]</b>	To allow change in investment option. “Plus interest” is only applicable if the investment option is the FIA.  Option to change minimum amount, if determined necessary because of cost of administration. Option to change based on administration requirements. Range = \$5,000 to \$50,000.
12	Sec. 7.1 – IOC [x + y + z]	Option to change language based on administrative requirements
12	Sec. 7.3 – Other Charges	Option to change language based on administrative requirements
14	Sec. 8.5 <b>[60 days]</b>	Option to change number of days based on administrative requirements. Range = 30 – 90 days.
15	Sec. 9.1 – Termination (b) <b>[100,000]</b>	Range 100,000 to 300,000
15	Sec. 9.2 (a)	Future contracts may be changed from 1 to 6 equal installments. Additional changes may be made based on administration requirements.
17	Sec. 10.1 – Ownership	Language used in this section is the language required for the type of plan covered by the contract.
17	Sec. 10.4 – Representations and Warranties	Language used in this section is the language required for the type of plan covered by the contract.
18	Sec. 10.8 Effect of Disqualification Effect of Failure to Maintain	Language used in this section is the language required for the type of plan covered by the contract.

	Governmental Status	
20	Sec. 10.16 – Time of Annual Meeting	To allow for flexibility in the date and time of the annual meeting.
21	Table of Contract Charges <b>[Investment Option Charge]</b>  <b>[5]</b>	Scale varies by commission option. The annual charge factor in any scale that we develop would never be more than 2.00%, and could be as low as 0%.  Service Fee / Range \$5 to \$25
22	Table of Guaranteed Immediate Annuities	To allow flexibility in case the 1994 Group Annuity Reserving Table is changed.
23	Table of Investment Accounts	To allow for change in investment option selection